

The parties expressly reserve all issues concerning the scope of the arbitration agreements for the arbitrator to decide, including whether Plaintiffs' arbitration agreements authorize a class or collective action. As such, the parties' agreement to refer this case to AAA Arbitration shall not be construed as a waiver of Defendant's argument that the arbitration agreements do not authorize a class or collective action.

The parties agree that Defendant shall pay all of the costs of AAA arbitration, including but not limited to the Arbitrator's fees and expenses. Defendant agrees to waive any claim for attorneys' fees against Plaintiffs under their agreements, should Defendant find itself a prevailing party in AAA arbitration. Defendant agrees that Plaintiffs' claims for liquidated damages, attorneys' fees and costs are not waived by their arbitration agreements or the parties' agreement to transfer this case to AAA arbitration.

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Dated: December 7, 2012

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individually, and on behalf of all others
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Dated: December 7, 2012